

AWARD/CONTRACT		1. This Contract Is A Rated Order Under DPAS (15 CFR 700)		Rating DOA4		Page 1 Of 24	
2. Contract (Proc. Inst. Ident) No. W56HZV-04-C-0119		3. Effective Date 2003DEC18		4. Requisition/Purchase Request/Project No. SEE SCHEDULE			
5. Issued By TACOM WARREN BLDG 231 AMSTA-AQ-ABGD-W NEIL WILLISTON (586)574-7028 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL e-mail address: WILLISTN@TACOM.ARMY.MIL		Code W56HZV		6. Administered By (If Other Than Item 5) DCMA ATLANTA 805 WALKER ST, SUITE 1 MARIETTA, GA 30060-2789		Code S1103A	
				SCD C PAS S1103A3D01APC ADP PT HQ0338			
7. Name And Address Of Contractor (No. Street, City, County, State, And Zip Code) WATERVISION INTL. 110 INDUSTRIAL PARK DR. SUITE A2 CUMMING, GA. 30040-2754 TYPE BUSINESS: Other Small Business Performing in U.S.				8. Delivery <input type="checkbox"/> FOB Origin <input checked="" type="checkbox"/> Other (See Below) SEE SCHEDULE			
				9. Discount For Prompt Payment			
				10. Submit Invoices (4 Copies Unless Otherwise Specified)		Item 12	
Code 3LPF2				Facility Code		To The Address Shown In:	
11. Ship To/Mark For SEE SCHEDULE		Code		12. Payment Will Be Made By DFAS-COLUMBUS CENTER DFAS-CO/SOUTH ENTITLEMENT OPERATION P.O. BOX 182264 COLUMBUS, OH 43218-2264		Code HQ0338	
13. Authority For Using Other Than Full And Open Competition: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()				14. Accounting And Appropriation Data ACRN: AA 21 42040000046N6N7EP665502255Y S20113 W56HZV			
15A. Item No. SEE SCHEDULE		15B. Schedule Of Supplies/Services CONTRACT TYPE: Firm-Fixed-Price		15C. Quantity		15D. Unit	
				15E. Unit Price		15F. Amount	
				KIND OF CONTRACT: Research and Development Contracts			
15G. Total Amount Of Contract						\$70,000.00	
16. Table Of Contents							
(X)	Section	Description	Page(s)	(X)	Section	Description	Page(s)
Part I - The Schedule				Part II - Contract Clauses			
X	A	Solicitation/Contract Form	1	X	I	Contract Clauses	17
X	B	Supplies or Services and Prices/Costs	3	Part III - List Of Documents, Exhibits, And Other Attachments			
X	C	Description/Specs./Work Statement	8	X	J	List of Attachments	24
X	D	Packaging and Marking	9	Part IV - Representations And Instructions			
X	E	Inspection and Acceptance	10	K	Representations, Certifications, and Other Statements of Offerors		
X	F	Deliveries or Performance	11				
X	G	Contract Administration Data	12	L	Instrs., Conds., and Notices to Offerors		
X	H	Special Contract Requirements	14	M	Evaluation Factors for Award		
Contracting Officer Will Complete Item 17 Or 18 As Applicable							
17. <input checked="" type="checkbox"/> Contractor's Negotiated Agreement (Contractor is required to sign this document and return 2 signed copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. <input type="checkbox"/> Award (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
19A. Name And Title Of Signer (Type Or Print)				20A. Name Of Contracting Officer JOHN M. HOPFNER HOPFNERJ@TACOM.ARMY.MIL (586)574-7070			
19B. Name of Contractor By _____ (Signature of person authorized to sign)		19c. Date Signed		20B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer)		20C. Date Signed 2003DEC18	
NSN 7540-01-152-8069 PREVIOUS EDITIONS UNUSABLE				25-106 GPO : 1985 0 - 478-632		Standard Form 26 (Rev. 4-85) Prescribed By GSA-FAR (4.8 CFR) 53.214(a)	

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-04-C-0119 MOD/AMD	Page 2 of 24
Name of Offeror or Contractor: WATERVISION INTL.		

SECTION A - SUPPLEMENTAL INFORMATION

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
A-1	52.204-4016 (TACOM)	TACOM-WARREN ELECTRONIC CONTRACTING	JUL/2003

(a) TACOM is now operating in an electronic contracting environment. All TACOM solicitations and awards are now distributed on the TACOM Warren Business Opportunities web page (<http://contracting.tacom.army.mil/opportunity.htm>) and are no longer available in hard copy. The TDPs and other documents, when available electronically, will be an attachment or linked to the solicitation package on the web. Please see submission guidelines at <http://contracting.tacom.army.mil/userguide.htm> and <http://contracting.tacom.army.mil/ebidnotice.htm> for more information. Any requirements included in the solicitation take precedence over guidance found on the TACOM contracting web page.

(b) You may need to use special software to view documents that we post on the home page. This viewing software is freeware, available for download at no cost from commercial web sites like Microsoft and Adobe. In cases where such software is required, we provide a link from our page to the commercial site where the software is available. Once you arrive at the software developer's site, follow their instructions to download the free viewer. You then can return to the TACOM home page.

(c) You are required to submit your offer, bid, or quote electronically. See the provision entitled "Electronic Offers (or 'Quotes' or 'Bids') Required in Response to This Solicitation (or 'Request for Quotations')" for more specific information.

(d) Any award issued as a result of this solicitation will be distributed electronically. Awards posted on the TACOM Warren Business Opportunities web page represent complete OFFICIAL copies of contract awards and will include the awarded unit price. This is the notice required by Executive Order 12600 (June 23, 1987) of our intention to release unit prices in response to any request under the Freedom of Information Act (FOIA), 5 USC 552. Unit price is defined as the contract price per unit or item purchased as it appears in Section B of the contract and is NOT referring to nor does it include Cost or Pricing data/information. If you object to such release, and you intend on submitting an offer, notify the PCO in writing prior to the closing date identified in this solicitation and include the rationale for your objection consistent with the provisions of FOIA. A release determination will be made based on rationale given.

(e) If you have questions or need help in using the Acquisition Center Home Page, call our Electronic Contracting Help Desk at (586) 574-7059, or send an email message to: acqcenweb@tacom.army.mil

(f) If you have questions about the content of any specific item posted on our home page, please call the buyer or point of contact listed for the item. Additional help is available to small businesses from Government-funded Electronic Commerce Regional Centers (ECRCs) to implement EDI. Information on ECRC is available at <http://www.ecrc.ctc.com>

[End of Clause]

Name of Offeror or Contractor: WATERVISION INTL.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS <u>SUPPLIES OR SERVICES & PRICES/COST</u> NOUN: FY04 PH 1 SBIR SECURITY CLASS: Unclassified Contractor shall furnish all the supplies and services to accomplish the tasks specified in Section C, Scope of Work. Estimated Cost: \$68,250.00 Profit: \$ 1,750.00 Total Cost: \$70,000.00 (End of narrative A001)				
0001AA	<u>SERVICES LINE ITEM</u> NOUN: FY04 NEW PH I WATERVISIONS PRON: E142C092EH PRON AMD: 01 ACRN: AA AMS CD: 665502M4055 Noun: Supplies/Services in support of 1st Interim Report as set forth in Contract Data Requirements List (DD Form 1423) hereinafter referred to as Exhibit A. (End of narrative B001) <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination <u>Deliveries or Performance</u> DLVR SCH PERFORM PL <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 001 0 SEE SCHEDULE F \$ 23,333.00		EA		\$ 23,333.00
0001AB	<u>SERVICES LIEN ITEM</u> NOUN: FY04 NEW PH I WATERVISIONS PRON: E142C092EH PRON AMD: 01 ACRN: AA AMS CD: 665502M4055 Noun: Supplies/Services in support of 2nd Interim Report (Data Item A001) from DD Form 1423. See Exhibit A.		EA		\$ 23,333.00

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Name of Offeror or Contractor: WATERVISION INTL.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 001 0 SEE SCHEDULE F</p> <p>\$ 23,333.00</p>				
0001AC	<p><u>SERVICES LINE ITEM</u></p> <p>NOUN: FY04 NEW PH I WATERVISIONS PRON: E142C092EH PRON AMD: 01 ACRN: AA AMS CD: 665502M4055</p> <p>Noun: Supplies/Services in support of Final Scientific and Technical Report (Data Item A002 from DD Form 1423. See Exhibit A.</p> <p>(End of narrative B001)</p>		EA		\$ 23,334.00
0002	<p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 001 0 SEE SCHEDULE F</p> <p>\$ 23,334.00</p>				
A001	<p><u>SERVICES LINE ITEM</u></p> <p>SECURITY CLASS: Unclassified</p> <p><u>DATA ITEM</u></p> <p>NOUN: DATA ITEM SECURITY CLASS: Unclassified</p> <p>Interim Reports, See Exhibit A</p>	3	EA	\$ ** NSP **	\$ ** NSP **

Name of Offeror or Contractor: WATERVISION INTL.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: DestinationACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 3 DEL REL CD QUANTITY DAYS AFTER AWARD 001 3 0060</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (W56HZV) XU W4GG HQ US ARMY TACOM USA TACOM 6501 E 11 MILE RD WARREN MI 48397-5000</p>				
A002	<p><u>DATA ITEM</u></p> <p>NOUN: DATA ITEM SECURITY CLASS: Unclassified</p> <p>Contractor's Final Scientific and Technical Report submitted within fourteen (14) days after Government approval of draft report.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: DestinationACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 3 DEL REL CD QUANTITY DAYS AFTER AWARD 001 3 0090</p> <p>FOB POINT: Destination</p>	3	EA	\$ ** NSP **	\$ ** NSP **

Name of Offeror or Contractor: WATERVISION INTL.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	<p>SHIP TO: <u>PARCEL POST ADDRESS</u> (W56HZV) XU W4GG HQ US ARMY TACOM USA TACOM 6501 E 11 MILE RD WARREN MI 48397-5000</p> <p><u>SERVICES LINE ITEM</u></p> <p>SECURITY CLASS: Unclassified</p> <p>Item 0003 is an option that may be exercised unilaterally by the Government, in accordance with Paragraph C.3. If exercised, by the Contracting Officer by later modification, the amount shall not exceed \$50,000.00.</p> <p>In the event that this option is exercised, the requirements of Data Item A002 under CLIN 0002 shall also apply to CLIN 0003.</p> <p>(End of narrative B001)</p>				\$** NSP **

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B.1 The payments under this contract are to be in accordance with the subCLINs. The subCLINs (0001AA, 0001AB and 0001AC) are set up to pay the Contractor after the end of the 2nd, 4th month and 6th month after contract award. The payment is contingent upon TACOM receiving and approving a DD Form 250 for the designated report in each subCLIN. The approved DD Form 250 will be sent to the payment office by the Contractor after Inspection and Acceptance by the COR or the Contracting Officer so the Contractor can be paid.

B.2 Option (CLIN 0003)

If the Government exercises the option in Paragraph H-13, then the payments under this contract for contractor performance of the option are planned to operate similarly to the way payments are structured for the basic contract. Thus, if the Government exercises the option, then payment of 1/2 of the total option amount may be paid to the Contractor following receipt and acceptance of (i) the Progress, Status and Management Report and then (ii) receipt and acceptance of the Final Scientific and Technical Report. Such payments would be in accordance with subCLINS 0003AA and 0003AB

*** END OF NARRATIVE B 001 ***

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Name of Offeror or Contractor: WATERVISION INTL.		

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 Scope of Work

C.1.1 The contractor, acting as an independent contractor not as an agent of the Government, shall provide the personnel, facilities, material and services necessary to complete the effort described in the Contractor's Proposal dated 14 August 2003, Number A032-2107 (which hereby is incorporated into this contract by reference); in connection with Small Business Innovative Research Program (SBIR), Topic Number A03-240 entitled "Water Production for Tactical Systems".

C.2 Deliverables

C.2.1 The Contractor shall submit two Progress, Status and Management Reports, in accordance with CDRL Data Item A001. The first Report is due two (2) months after contract award, and the second report will be due four (4) months after contract award.

C.2.2 The Contractor shall submit a draft and then a Final Scientific and Technical Report, with a draft report due within five months after contract award. The Government will be allowed fifteen (15) days for review and comment after receipt of the draft report. The Final Scientific and Technical Report shall be due fifteen (15) days after receipt of Government comments in accordance with CDRL Item A002. Thus, all work under the basic contract shall be complete within six (6) months after contract award.

C.3 Option-CLIN 0003

C.3.1 If the Government exercises the option clause in paragraph H-13 of this contract, the Contractor shall complete the effort described in the Contractor's option proposal submission dated 14 August 2003, Proposal Number A022-3356 (which hereby is incorporated into this contract by reference), for the Small Business Innovation Research Program (SBIR), Topic Number A03-240, entitled "Water Production for Tactical Systems".

C.3.2 Deliverables - CLIN 0003

C.3.2.1 If the Government exercises the option, then the Contractor shall deliver one (1) Progress, Status and Management Report within the option performance period. If the Government exercises the option before the end of Phase 1 Basic Period, the Contractor shall deliver one (1) Progress, Status and Management Report sixty (60) days from the end of Phase 1 Basic Period. If the Government exercises the option after the end of Phase 1 Basic Period, the Contractor shall deliver one (1) Progress, Status, and Management Report within sixty (60) days after the option exercise date.

C.3.2.2 If the Government exercises the option before the end of the Phase 1 Basic Period, the Contractor shall deliver one (1) draft "Scientific and Technical report" (with a completed SF 298) within three (3) months and one (1) week after the end of the Phase 1 Basic Period. If the Government exercises the option after the end of the Phase 1 Basic period, the Contractor shall deliver one (1) draft "Scientific and Technical Report" (with a completed SF 298) within three (3) months and one (1) week after the option exercise date. The COR shall review the draft report and return it to the Contractor within seven (7) days of receipt with comments. The Contractor shall submit one (1) final "Scientific and Technical Report" (with the completed SF 298) within fourteen (14) days of receipt of draft comments.

C.4 Hardware Deliverables

C.4.1 The Contractor shall deliver any hardware deliverables/prototype(s), specifically the prototype water purification elements composed of a combination of insoluble charged-surface adsorption materials, activated carbon, and polymer binder, in accordance with the quantities and schedules specified in the contract, to the COR, FOB Destination to:

Commanding General
U.S. Army Tank automotive and Armaments Command
Shipping and Receiving, Bldg #203
Attn: AMSRD-TAR-D/MS 110/Scott Nielsen/x44142
6501 E. Eleven Mile Rd.
Warren, MI 48397-5000

*** END OF NARRATIVE C 001 ***

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SECTION D - PACKAGING AND MARKING

D.1 Marking

All technical data deliverable under this contract shall be identified by the prime contractor, to include, the contract number, the name and address of the prime contractor and where applicable, the name and address of the subcontractor who generated the data.

D.2 Hardware Marking

The contractor shall mark all hardware/prototypes delivered under this contract with the contract number. the contractor's name and address and in accordance with standard commercial practice to assure delivery at destination without damage or loss.

*** END OF NARRATIVE D 001 ***

Name of Offeror or Contractor: WATERVISION INTL.

SECTION E - INSPECTION AND ACCEPTANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-9	INSPECTION OF RESEARCH AND DEVELOPMENT (SHORT FORM)	APR/1984
E-2	52.246-4030 (TACOM)	INSPECTION POINT: DESTINATION	AUG/1994

We'll make our Procurement Quality Assurance inspection at the destination(s) listed in the Schedule. We'll be checking the supplies to make sure they conform with applicable drawings and specifications.

[End of Clause]

E-3	52.246-4031 (TACOM)	ACCEPTANCE POINT: DESTINATION	AUG/1994
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The Government will accept the supplies at the destination(s) listed in the Schedule.

[End of Clause]

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Name of Offeror or Contractor: WATERVISION INTL.			

SECTION F - DELIVERIES OR PERFORMANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.242-15	STOP-WORK ORDER	AUG/1989
F-2	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-3	52.247-34	F.O.B. DESTINATION	NOV/1991

F.4 DATA

F.4.1 The contractor shall submit all reports electronically in accordance with the Contract Data Requirements List (CDRL), (DD Form 1423), Exhibit A, to the following address:

nielsens@tacom.army.mil
and
willistn@tacom.army.mil

F.4.2 All data items required hereunder that cannot be submitted electronically, shall be delivered FOB Destination in accordance with the Contracts Data Requirements List (CDRL), (DD Form 1423), Exhibit A, to the following address:

Commander
US Army Tank-automotive and Armaments Command
ATTN: AMSRD-TAR-D/110, Scott Nielsen
Warren, Michigan 48397-5000

F.5 Hardware:

F.5.1 The Contractor shall deliver all hardware called for in this Contract, FOB Destination to:

Commanding General
U.S. Tank-automotive and Armaments Command
Shipping and Receiving
TACOM, RD&E Center
ATTN: AMSRD-TAR-D/110, Scott Nielsen
6501 E. 11 Mile Rd.
Warren, MI 48397-5000

*** END OF NARRATIVE F 001 ***

F.2 Performance - Basic

F.2.1 All work required under the basic contract, including submission of both the draft and final versions of the Final Scientific and Technical Report, shall be completed within six (6) months after contract award.

F.2.2 Acceptance of the completed final report by the Government will constitute completion of the basic contract.

F.3 Performance - Option

F.3.1 The Contract period of performance for the Phase 1 Option shall be for four (4) months after the start of the Option Performance Period through and including the submission of the Option Final Scientific and Technical Report.

F.3.2 Acceptance of the Option Final Scientific and Technical Report will constitute final contract completion.

*** END OF NARRATIVE F 002 ***

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Name of Offeror or Contractor: WATERVISION INTL.

SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/	OBLG				JOB			
ITEM	<u>MIPR</u>	<u>ACRN</u>	<u>STAT</u>	<u>ACCOUNTING CLASSIFICATION</u>		<u>ORDER</u> <u>NUMBER</u>	<u>ACCOUNTING</u> <u>STATION</u>	<u>OBLIGATED</u> <u>AMOUNT</u>	
0001AA	E142C092EH 665502M4055	AA	1	21	42040000046N6N7EP665502255Y S20113	42C092	W56HZV \$	23,333.00	
0001AB	E142C092EH 665502M4055	AA	1	21	42040000046N6N7EP665502255Y S20113	42C092	W56HZV \$	23,333.00	
0001AC	E142C092EH 665502M4055	AA	1	21	42040000046N6N7EP665502255Y S20113	42C092	W56HZV \$	23,334.00	
							TOTAL \$	70,000.00	

SERVICE	TOTAL BY ACRN	ACCOUNTING CLASSIFICATION	ACCOUNTING	OBLIGATED
<u>NAME</u>			<u>STATION</u>	<u>AMOUNT</u>
Army	AA	21 42040000046N6N7EP665502255Y S20113	W56HZV	\$ 70,000.00
			TOTAL	\$ 70,000.00

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
G-1	52.242-4016 COMMUNICATIONS (TACOM)	MAY/2000

(a) Communications on technical matters pertaining to the contract shall be direct between the Contractor and the Contracting Officer's Technical Representative (COR). Communications for the COR shall be addressed to:

Name : Mr. Scott Nielsen
Phone: (576) 574-4142
e-mail: nielsens@tacom.army.mil

(b) The Administrative Contracting Officer's (ACO) name and email address are also provided:

ACO: Mr. Wayne Murphy
DCMA Atlanta
805 Walker St., Suite 1
Marietta, GA 30060-2789
Phone: (770) 590-9048
email: Wayne.Murphy@dcma.mil

(c) Please see the appointment letter prepared at time of contract award for functions the COR will perform on this contract.

[End of Clause]

G-2	252.201-7000	CONTRACTING OFFICER'S REPRESENTATIVE	DEC/1991
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(a) Definition. Contracting Officer's Representative means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

[End of Clause]

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Name of Offeror or Contractor: WATERVISION INTL.

G-3 52.227-4004 RELEASE OF INFORMATION OCT/2003
(TACOM)

The contractor shall ensure that he complies with the requirements of Chapter 5, page 22, paragraph 5-48, of AR 360-1, The Army Public Affairs Program, dated 15 Oct 2000, prior to contemplated release of any procurement information. Approval of the Contracting Officer is required prior to release of any such information. AR 360-1 may be found at http://www.usapa.army.mil/pdffiles/r360_1.pdf .

[End of clause]

G-4 52.232-4005 INVOICE INFORMATION REQUIREMENT JAN/1988
(TACOM)

On each payment request submitted, the Contractor shall identify each affected Contract Line Item Number (CLIN), sub-CLIN, and/or work directive, together with the related dollar amounts. This requirement does not diminish or restrict any other requirement of this contract.

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

	Regulatory Cite	Title	Date
H-1	252.204-7000	DISCLOSURE OF INFORMATION	DEC/1991
H-2	252.204-7002	PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED	DEC/1991
H-3	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	APR/2003
H-4	252.227-7036	DECLARATION OF TECHNICAL DATA CONFORMITY	JAN/1997
H-5	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	SEP/1999
H-6	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
H-7	252.235-7011	FINAL SCIENTIFIC OR TECHNICAL REPORT	SEP/1999
H-8	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
H-9	252.246-7001	WARRANTY OF DATA	DEC/1991
H-10	252.227-7039	PATENTS -- REPORTING OF SUBJECT INVENTIONS	APR/1990

The Contractor shall furnish the Contracting Officer the following:

(a) Interim reports every twelve (12) months (or such longer period as may be specified by the Contracting Officer) from the date of the contract, listing subject inventions during that period and stating that all subject inventions have been disclosed or that there are no such inventions.

(b) A final report, within three (3) months after completion of the contracted work, listing all subject inventions or stating that there were no such inventions.

(c) Upon request, the filing date, serial number and title, a copy of the patent application and patent number, and issue data for any subject invention for which the Contractor has retained title.

(d) Upon request, the Contractor shall furnish the Government an irrevocable power to inspect and make copies of the patent application file.

(End of clause)

H-11	52.204-4005 (TACOM)	REQUIRED USE OF ELECTRONIC CONTRACTING	DEC/2002
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(a) All contract awards, modifications and delivery orders issued by TACOM will be issued electronically. The contractor has the option to receive these actions either via the Worldwide Web (WWW) or Electronic Data Interchange (EDI). Many provisions and clauses appear "by reference," meaning only clause titles and regulation site are listed; their full texts can be found at the website <http://farsite.hill.af.mil/>

(b) In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DOD) Central Contractor Registration (CCR). The CCR registration process may be done electronically at the World Wide Web (WWW) site: <http://www.ccr.gov/>. (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)

(c) Worldwide Web Distribution. The contractor will receive an electronic Notice of the Award, Modification, or Delivery Order via e-mail. If you choose the WWW option, you must download the file from the appropriate TACOM webpage:

Warren: http://contracting.tacom.army.mil/awards_official.htm
Rock Island: <http://aaais.ria.army.mil/AAIS/AWDINFO/index.htm>
Picatinny: <http://procnet.pica.army.mil/Contracts/Index.htm>
Red River Army Depot: <http://www.redriver.army.mil/contracting/Awards>
Anniston Army Depot: <http://www.anadprocnet.army.mil>

(d) Electronic Data Interchange. If you choose to receive contract awards, modifications and delivery orders through EDI, they will be delivered electronically via the Federal Acquisition Network (FACNET). Federal Standard Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.

(1) You must complete the EDI 838 Trading Partner Profile, and must agree (i) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider, or (ii) to become DoD certified as a Value Added Network (VAN). The EDI 838 Training Partner Profile is contained in the basic CCR registration form and includes portions of the registration form which are titled "Optional".

(2) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at <http://www.acq.osd.mil/ec/ecip/index.htm>. If your VAN is later removed from the official list, or if you voluntarily drop your

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initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.

(e) Unless otherwise specified elsewhere in the contract, all data items you are required to provide under this contract must be submitted electronically. Acceptable formats include:

- (1) Microsoft* 97 Office Products (TACOM can currently read OFFICE 97* and lower.): Word, Excel, Powerpoint, or Access
- (2) 100 OR 250 MEGABYTE ZIP*-DISK, 3 1/2 INCH DISK, OR 650 MEGABYTE CD ROM
- (3) E-MAIL (Maximum size of each e-mail message is be three and one-half (3.5) megabytes).

(4) Other electronic formats. Before submitting your data in any other electronic format, please e-mail the buyer identified on the face of the contract, with e-mail copy-furnished to amsta-idq@tacom.army.mil, to obtain a decision as to the format's acceptability. This e-mail must be received by the buyer not later than ten calendar days before the required data submission date.

NOTE: The above formats may be submitted in compressed form using self-extracting files.

(f) Additional information can be obtained by sending a message to: acqcenweb@tacom.army.mil or by calling (586) 574-7059.
[End of Clause]

H-12 52.246-4026 LOCAL ADDRESSES FOR DD FORM 250 MAR/2002
(TACOM)

(a) The contractor must provide a copy of each Material Inspection and Receiving Report (DD 250) pertaining to this contract, to the addresses given below, using either of the following methods:

- (1) Our first preference is for you to use electronic mail (e-mail), using the following e-mail address:

DD250@tacom.army.mil
- (2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number:

(586) 574-7552 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet.

In either method, do not mix DD250s from more than one contract in a single transmmission. That is, you may submit multiple DD250s in a single transmission, but they must all be against the same contract.

(b) These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F.

(c) The DD250 form may be found, in three different formats, on the World Wide Web at <http://web1.whs.osd.mil/icdhome/DD-0999.htm>

[End of Clause]

H-13 Exercise of Phase I Option

H-13.1 The Government reserves the right to unilaterally exercise the option for CLIN 0003 at the amount shown in Section B, by modification. The Contracting Officer may exercise this option in whole or in part, by contract modification(s), issued at any time between award and nine (9) months thereafter.

H-13.2 The total amount of the option exercised under CLIN 0003 will not exceed \$50,000.00.

H-13.3 The performance period for the option will last for a period of four (4) months after the exercise of option, unless the option is exercised prior to completion of CLIN 0001, in which case the 4 month option performance period will begin upon completion of CLIN 0001.

H-13.4 In accordance with the requirements of Data Item A001, the Contractor shall deliver one (1) progress report within the option performance period. If the Government exercises the option before the end of Phase 1 Basic Period, the Contractor shall deliver one (1) progress report sixty (60) days from the end of the Phase 1 Basic period. If the Government exercises the option after the end of Phase 1 Basic Period, the Contractor shall deliver one (1) progress report within sixty (60) days after the option exercise date.

H-13.5 In accordance with the requirements of Data Item A002, the Contractor shall deliver one (1) draft "Scientific and Technical Report" (with a completed SF 298)) within three (3) months and one (1) week after the end of the Phase I Basic Period. If the Government

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exercises the option after the end of the Phase I Basic Period, the Contractor shall deliver one (1) draft "Scientific and Technical Report" (with a completed SF 298) within three (3) months and one (1) week after the option exercise date. The COR shall review the draft report and return it to the Contractor within seven (7) days of receipt with comments. The Contractor shall submit one (1) Final Scientific and Technical Report" (with a completed SF 298) within fourteen (14) days of receipt of draft comments.

H-13.6 One Half (1/2) of the total option amount will be paid to the Contractor following receipt and acceptance of the Progress, Status and Management Report and the remaining half after receipt and acceptance of the Option Final Scientific and Technical Report.

*** END OF NARRATIVE H 001 ***

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SECTION I - CONTRACT CLAUSES

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://farsite.hill.af.mil/>

[End of Clause]

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202-1	DEFINITIONS	DEC/2001
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL/1995
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-6	52.203-8	CANCELLATION, RESCISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/2003
I-9	52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-10	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL/1995
I-11	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-12	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-13	52.215-2	AUDIT AND RECORDS - NEGOTIATIONS	JUN/1999
I-14	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-15	52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS	OCT/1997
I-16	52.215-13	SUBCONTRACTOR COST OR PRICING DATA -- MODIFICATIONS	OCT/1997
I-17	52.215-14	INTEGRITY OF UNIT PRICES (ALTERNATE I, (OCT 1997))	OCT/1997
I-18	52.215-17	WAIVER OF FACILITIES CAPITAL COST OF MONEY	OCT/1997
I-19	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT/2000
I-20	52.219-14	LIMITATIONS ON SUBCONTRACTING	DEC/1996
I-21	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-22	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-23	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-24	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-25	52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	DEC/2001
I-26	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-27	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-28	52.223-6	DRUG FREE WORKPLACE	MAY/2001
I-29	52.223-14	TOXIC CHEMICAL RELEASE REPORTING	AUG/2003
I-30	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN/2003
I-31	52.227-1	AUTHORIZATION AND CONSENT (ALTERNATE I dated April 1984)	JUL/1995
I-32	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-33	52.227-11	PATENT RIGHTS--RETENTION BY THE CONTRACTOR (SHORT FORM)	JUN/1997
I-34	52.227-20	RIGHTS IN DATA - SBIR PROGRAM	MAR/1994
I-35	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR/2003
I-36	52.232-2	PAYMENTS UNDER FIXED-PRICE RESEARCH AND DEVELOPMENT CONTRACTS	APR/1984
I-37	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-38	52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR/1984
I-39	52.232-11	EXTRAS	APR/1984
I-40	52.232-17	INTEREST	JUN/1996
I-41	52.232-23	ASSIGNMENT OF CLAIMS	JAN/1986
I-42	52.232-25	PROMPT PAYMENT	FEB/2002
I-43	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-44	52.233-1	DISPUTES	JUL/2002
I-45	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-46	52.242-13	BANKRUPTCY	JUL/1995
I-47	52.243-1	CHANGES--FIXED-PRICE (ALTERNATE V (APR 1984))	AUG/1987
I-48	52.243-7	NOTIFICATION OF CHANGES	APR/1984
I-49	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-50	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-51	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	SEP/1996

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	Regulatory Cite	Title	Date
I-52	52.249-9	DEFAULT (FIXED-PRICE RESEARCH AND DEVELOPMENT)	APR/1984
I-53	52.249-13	FAILURE TO PERFORM	APR/1984
I-54	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-55	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT-RELATED FELONIES	MAR/1999
I-56	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-57	252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	NOV/1995
I-58	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY per DoD interim rule, Federal Register 27 Mar 98	MAR/1998
I-59	252.215-7000	PRICING ADJUSTMENTS	DEC/1991
I-60	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	FEB/2003
I-61	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	APR/2003
I-62	252.227-7013	RIGHTS IN TECHNICAL DATA --NONCOMMERCIAL ITEMS	NOV/1995
I-63	252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	JUN/1995
I-64	252.227-7017	IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS	JUN/1995
I-65	252.227-7018	RIGHTS IN NONCOMMERCIAL TECHNICAL DATA AND COMPUTER SOFTWARE-- SMALL BUSINESS INNOVATIVE RESEARCH (SBIR) PROGRAM	JUN/1995
I-66	252.227-7019	VALIDATION OF ASSERTED RESTRICTIONS--COMPUTER SOFTWARE	JUN/1995
I-67	252.227-7030	TECHNICAL DATA--WITHHOLDING OF PAYMENT	MAR/2000
I-68	252.227-7034	PATENTS--SUBCONTRACTS	APR/1984
I-69	252.235-7010	ACKNOWLEDGEMENT OF SUPPORT AND DISCLAIMER	MAY/1995
I-70	252.242-7000	POSTAWARD CONFERENCE	DEC/1991
I-71	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-72	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
I-73	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DoD CONTRACTS)	MAR/2000
I-74	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS	APR/2003

(a) Definitions. As used in this clause--

(1) "Commercial item," as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

(2) "Subcontract," as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)

(1) The contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (OCT 2000)(15U.S.C. 637(d)(2) and (3)), in all subcontracts that offer subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (APR 2002)(E.O. 11246);

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212(a));

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998)(29 U.S.C. 793);

(v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimum number of additional

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clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

[End of Clause]

I-75 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES APR/1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the clause.

(b) The use in this solicitation or contract of any DoD FAR Supplement (DFARS) (48 CFR 2) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

[End of Clause]

I-76 252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION NOV/2001

(a) Definitions. As used in this clause--

(1) Central Contractor Registration (CCR) database means the primary DoD repository for contractor information required for the conduct of business with DoD.

(2) Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) Registered in the CCR database means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b)

(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr.gov>.

[End of Clause]

I-77 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA MAY/2002

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(a) Definitions. As used in this clause--

(1) Components means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) Department of Defense (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) Foreign flag vessel means any vessel that is not a U.S.-flag vessel.

(4) Ocean transportation means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) Subcontractor means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract. However, effective May 1, 1996, the term does not include a supplier, materialman, distributor, or vendor of commercial items or commercial components.

(6) Supplies means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) Supplies includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) U.S.-flag vessel means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)

(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if-

(i) This contract is a construction contract; or

(ii) The supplies being transported are-

(A) Noncommercial items; or

(B) Commercial items that-

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that--

(1) U.S.-flag vessels are not available for timely shipment;

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(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum--

(1) Type, weight, and cube of cargo;

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information--

(1) Prime contract number;

(2) Name of vessel;

(3) Vessel flag of registry;

(4) Date of loading;

(5) Port of loading;

(6) Port of final discharge;

(7) Description of commodity;

(8) Gross weight in pounds and cubic feet if available;

(9) Total ocean freight in U.S. dollars; and

(10) Name of the steamship company.

(f) The Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief--

(1) No ocean transportation was used in the performance of this contract;

(2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;

(3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or

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(4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY	TOTAL
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(g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, the Contractor shall flow down the requirements of this clause as follows:

(1) The Contractor shall insert the substance of this clause, including this paragraph (h) in all subcontracts that exceed the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.

(2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.

[End of Clause]

I-78	252.247-7024	NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA	MAR/2000
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(a) The Contractor has indicated by the response to the solicitation provision, Representation of Extent of Transportation by Sea, that it did not anticipate transporting by sea any supplies. If however, after the award of this contract, the Contractor learns that supplies, as defined in the Transportation of Supplies by Sea clause of this contract, will be transported by sea, the Contractor--

- (1) Shall notify the Contracting Officer of that fact; and
- (2) Hereby agrees to comply with all the terms and conditions of the Transportation of Supplies by Sea clause of this contract.

(b) The Contractor shall include this clause, including this paragraph (b), revised as necessary to reflect the relationship of the contracting parties

- (1) In all subcontracts hereunder, if this contract is a construction contract; or
- (2) If this contract is not a construction contract, in all subcontracts under this contract that are for--
 - (i) Noncommercial items; or
 - (ii) Commercial items that-
 - (A) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);
 - (B) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or
 - (C) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

[End of Clause]

I-79	52.204-4009 (TACOM)	MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION	JUN/1999
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(a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic submissions shall be in the formats and media described in the "Electronic Quotations/Offers/Bids Required in Response to this Request

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-04-C-0119 MOD/AMD	Page 23 of 24
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Name of Offeror or Contractor: WATERVISION INTL.

for Quotations/Proposals/Bids" clause elsewhere in this document. (See Section K for commercial acquisitions, Section L for RFPs, and Section I for RFQs.)

(b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.

(c) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must be sent from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).

(d) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract.

(e) Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award shall be transmitted electronically.

[End of Clause]

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Name of Offeror or Contractor: WATERVISION INTL.

SECTION J - LIST OF ATTACHMENTS

List of Addenda	Title	Date	Number of Pages	Transmitted By
Exhibit A	EXHIBIT A	17-DEC-2003	004	

CONTRACT DATA REQUIREMENT LIST

Form Approval OMB No. 0704-0188 Public reporting burden for this collection of information is estimated to average 440 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO....:
B. EXHIBIT: A
C. CATEGORY.....:
D. SYSTEM/ITEM.....: Water Production For Tactical Systems
E. CONTRACT/PR NO.....: W56HZV-04-C-0119
F. CONTRACTOR.....: WaterVision International, Inc.
1. DATA ITEM NO.: A001
2. TITLE OF DATA ITEM.....: Contractor's Progress, Status, and Management Report
3. SUBTITLE: Phase I Progress Reports
4. AUTHORITY: DI-MGMT-80227
5. CONTRACT REFERENCE.....: C.2.1 and C.3.2.1
6. REQUIRING OFFICE: AMSRD-TAR-D/110
7. DD250 REQ: DD
8. APP CODE:
9. DIST. STATEMENT REQUIRED.:
10. FREQUENCY: See Block 16
11. AS OF DATE: See Block 16
12. DATE OF FIRST SUB.....: See Block 16
13. DATE OF SUBS. SUB.....: See Block 16
14. DISTRIBUTION.....: A. ADDRESSEES:

COR: Scott Nielsen, email: nielsens@tacom.army.mil
PCO's Office: Neil Williston, email: willistn@tacom.army.mil
ACO: Wayne Murphy, email: Wayne.Murphy@dcma.mil

B. COPIES DRAFT 1* FINAL 1

15. TOTAL: 3 *

* In distributing the electronic report, according to the schedule in Block 16 below, the Contractor shall deliver one (1) copy to the Government, sent to the parties identified in 14.A above.

16. REMARKS:

a. Basic Period: The Contractor shall deliver two (2) progress reports in the Phase I, Basic Period: the first report by two (2) months after the contract award date, and the second report by four (4) months after the contract award date.

b. Option Period: If the Contracting Officer exercises the option in H-13, the Contractor shall deliver one (1) progress report within the option performance period. If the Government exercises the option before the end of the Phase I Basic Period, the Contractor shall deliver one (1) progress report sixty (60) days from the end of the Phase I Basic Period. If the Government exercises the option after the end of the Phase I Basic Period, the Contractor shall deliver one (1) progress report within sixty (60) days after the option exercise date.

c. These instructions apply to both Basic Period and Option Period Progress Reports: Complete the reports in accordance with (IAW) Data Item Description (DID) DI-MGMT-80227, "Contractor's Progress, Status, and Management Report." The COR is responsible for accepting or rejecting the "Contractor's Progress, Status, and Management Reports." See DID DI-MGMT-80227, at the internet address below, for instructions on completing the required report.

<http://astimage.daps.dla.mil/docimages/0001\48\17\DI80227.PD8>

d. Prepare the reports in the Contractor's format. Submit the reports using any of the following electronic formats:

(1) Files readable using these Microsoft* 97 Office Products (TACOM can currently read OFFICE 97* and lower): Word, Excel, PowerPoint, or Access. Spreadsheets must be sent in a file format that includes all formulae, macro and format information. Print image is not acceptable. Executable files are unacceptable.

(2) Files in Adobe PDF (Portable Document Format). Scanners should be set to 200 dots per inch.

(3) Files in HTML (Hypertext Markup Language). HTML documents must not contain active links to live Internet sites or pages. All linked information must be contained within your electronic report, and be accessible offline.

(4) Other electronic formats. Before preparing your report in any other electronic format, please e-mail the COR, with an e-mail copy-furnished to amsta-idg@tacom.army.mil, to obtain a decision as to the format's acceptability. This e-mail must be received by the COR not later than ten calendar days before the draft report's due date.
All alternate methods must be at no cost to the Government.

NOTES: (a) The above formats may be submitted in compressed form using self-extracting files.

(b) Files may be read-only, password protected.

e. Acceptable media: The Contractor shall submit reports via e-mail. If e-mail is not workable, other acceptable media include 100 or 250 Megabyte Zip*-disk, 3 inch disk, or 650 megabyte CD ROM. Identify the software application and version used to create each file submitted.

(1) E-MAIL. Maximum size of each e-mail message shall be three and one-half (3.5) megabytes. Any compressed files must be self-extracting, and you must provide appropriate instructions. You may use multiple e-mail messages if necessary, however, you must annotate the subject lines in this manner: "Message 1 of 3, 2 of 3, 3 of 3."

(2) 100 or 250 MEGABYTE ZIP*-DISK, 3 INCH DISK, OR 650 MEGABYTE CD ROM via U.S. Mail or other carrier. The Contractor shall label and all submitted disks with the Contract number, the Contractor's name and address, and a contact's phone number.

NOTE: Please select only one medium by which to transmit each report. For instance, do not submit a report via e-mail and 100 megabyte Zip*-disk.

* Registered Trademark

17. PRICE GROUP: 18. ESTIMATED TOTAL PRICE :

1. DATA ITEM NO.:	A002
2. TITLE OF DATA ITEM.....:	Scientific and Technical Reports
3. SUBTITLE	Phase I Draft and Final Technical Reports
4. AUTHORITY	DI-MISC-80711A
5. CONTRACT REFERENCE.....:	C.2.2 and C.3.2.2
6. REQUIRING OFFICE	AMSRD-TAR-D/110
7. DD250 REQ	DD
8. APP CODE	
9. DIST. STATEMENT REQUIRED.:	
10. FREQUENCY	See Block 16
11. AS OF DATE	See Block 16
12. DATE OF FIRST SUB.....:	See Block 16
13. DATE OF SUBS. SUB.....:	See Block 16
14. DISTRIBUTION	A. ADDRESSEES
	COR: Scott Nielsen, email: nielsens@tacom.army.mil
	PCO's Office: Neil Williston, email: willistn@tacom.army.mil
	ACO: Wayne Murphy, email: Wayne.Murphy@dcma.mil
	B. COPIES: DRAFT 1* FINAL 1

15. TOTAL: 3 *

* In distributing the electronic report, according to the schedule in Block 16 below, the Contractor shall deliver one (1) copy to the Government, sent to the parties identified in 14.A.

16. REMARKS:

a. Basic Period: The Contractor shall deliver one (1) draft "Scientific and Technical Report," five (5) months and one (1) week after contract award. The draft report shall include a completed Standard Form (SF) 298 (Report Documentation Page) as the report's cover sheet. The COR shall review the draft report and return it to the Contractor within seven (7) days of receipt with comments. The Contractor shall submit one (1) final "Scientific and Technical Report" (with the completed SF 298) within fourteen (14) days after

receipt of draft comments.

b. Option Period: If the Contracting Officer exercises the option in H-13, the Contractor shall deliver one (1) draft "Scientific and Technical Report" (with a completed SF 298) within three (3) months and one (1) week after the start of the Phase I Option Performance Period. The COR shall review the draft report and return it to the Contractor within seven (7) days of receipt with comments. The Contractor shall submit one (1) final "Scientific and Technical Report" (with the completed SF 298) within fourteen (14) days of receipt of draft comments.

Note: The Phase I, Option Period "Scientific and Technical Report" can be an addendum to the Phase I, Basic Period "Scientific and Technical Report," but it must discuss the work accomplished during the Phase I, Option Period, and explain how the Option Period effort ties into the Basic Period work and the planned Phase II effort.

c. These instructions apply to both Basic Period and Option Period Technical Reports: Complete the reports IAW DID DI-MISC 80711A, "Scientific and Technical Reports."

The COR is responsible for accepting or rejecting the draft and final reports, and for submitting the approved final report to the Defense Technical Information Center (DTIC), in Ft. Belvoir, VA. See the data item description (DI-MISC-80711A), at the internet address below, for instructions on completing the required report.

<http://astimage.daps.dla.mil/docimages/0002\27\88\80711A.PD4>

You may download the SF 298 form, from the following internet address:

<http://www.dtic.mil/dtic/forms/sf298template.doc>

You may download basic instructions for completing the SF 298 form, from the following internet address:

http://www.dtic.mil/dtic/forms/SF298_MS67.doc

Here are some additional instructions for completing the SF 298 form, that apply when submitting reports under the SBIR Program:

For each unclassified report, the Contractor shall fill in Block 12a (Distribution/Availability Statement) of the SF 298 with one of the following statements:

- (a) Approved for public release; distribution unlimited.
- (b) Distribution authorized to U.S. Government Agencies only; contains proprietary information

Note: After reviewing the Contractor's entry in Block 12a, TACOM has final responsibility for assigning a distribution statement.

Block 13 (Abstract) of the SF 298 must include the first sentence, "Report developed under SBIR contract for Topic Number A03-240 ." The abstract must identify the purpose of the work and briefly describe the work carried out, the finding or results, and the potential applications of the effort. Since the Department of Defense (DOD) will be publishing the abstract, it must not contain any proprietary or classified data.

Block 14 (Subject Terms) of the SF 298 must include the term "SBIR Report."

d. Prepare the reports in the Contractor's format. Submit the reports using any of the following electronic formats:

(1) Files readable using these Microsoft* 97 Office Products (TACOM can currently read OFFICE 97* and lower): Word, Excel, PowerPoint, or Access. Spreadsheets must be sent in a file format that includes all formulae, macro and format information. Print image is not acceptable. Executable files are unacceptable.

(2) Files in Adobe PDF (Portable Document Format). Scanners should be set to 200 dots per inch.

(3) Files in HTML (Hypertext Markup Language). HTML documents must not contain active links to live Internet sites or pages. All linked information must be contained within your electronic report, and be accessible offline.

(4) Other electronic formats. Before preparing your report in any other electronic format, please e-mail the COR, with an e-mail copy-furnished to amsta-idq@tacom.army.mil, to obtain a decision as to the format's acceptability. This e-mail must be received by the COR not later than ten calendar days before the draft report's due date. All alternate methods must be at no cost to the Government.

NOTES: (a) The above formats may be submitted in compressed form using self-extracting files.

(b) Files may be read-only, password protected.

e. Acceptable media: The Contractor shall submit reports via e-mail. If e-mail is not workable, other acceptable media include 100 or 250 Megabyte Zip*-disk, 3 inch disk, or 650 megabyte CD ROM. Identify the software application and version used to create each file submitted.

(1) E-MAIL. Maximum size of each e-mail message shall be three and one-half (3.5) megabytes. Any compressed files must be self-extracting, and you must provide appropriate instructions. You may use multiple e-mail messages if necessary, however, you must annotate the subject lines in this manner: "Message 1 of 3, 2 of 3, 3 of 3."

(2) 100 or 250 MEGABYTE ZIP*-DISK, 3 INCH DISK, OR 650 MEGABYTE CD ROM via U.S. Mail or other carrier. The Contractor shall label and all submitted disks with the Contract number, the Contractor's name and address, and a contact's phone number.

NOTE: Please select only one medium by which to transmit each report. For instance, do not submit a report via e-mail and 100 megabyte Zip*-disk.

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17. PRICE GROUP: 18. ESTIMATED TOTAL PRICE: